# PROFESSIONAL SERVICES AGREEMENT

# **RESTORATIVE JUSTICE PROGRAM GRANTS (\$100,000)**

**BETWEEN** 



COOK COUNTY GOVERNMENT.

JUSTICE ADVISORY COUNCIL OF COOK COUNTY

AND

VISION OF RESTORATION, INC.

CONTRACT NO. 1553-14829C

# PROFESSIONAL SERVICES AGREEMENT

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#### **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Vision of Restoration, Inc., doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

### **BACKGROUND**

The County of Cook issued a Request for Proposals "RFP" for Restorative Justice Program Grants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

#### TERMS AND CONDITIONS

### ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

# **ARTICLE 2) DEFINITIONS**

#### a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or "Subconsultant" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

# b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

# c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1 Scope of Services
Exhibit 2 Schedule of Compensation
Exhibit 3 Evidence of Insurance
Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5 MBE/WBE Utilization Plan
Exhibit 6: Economic Disclosure Statement

#### ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

## a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in <a href="Exhibit 1">Exhibit 1</a>, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

#### b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

#### c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

#### d) Personnel

# i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

# ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

# iii) Salaries and Wages

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

### e) Minority and Women Owned Business Enterprises Commitment

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. There is a zero percent (0%) MBE/WBE goal for this contract.

#### f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

#### i) Insurance To Be Provided

# (1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

# (2) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

# (3) <u>Automobile Liability</u> (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

# (4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

# (5) <u>Valuable Papers</u>

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

# ii) Additional Requirements

Consultant must furnish the County of Cook, Cook County, Office of the (1) Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "Risk Management Office" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

### g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

# h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

## i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

### j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

# k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

# l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

# **ARTICLE 4) TERM OF PERFORMANCE**

### a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 1, 2016 ("Effective Date") and continue until December 31, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

#### b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

# c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this contract under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

#### **ARTICLE 5) COMPENSATION**

#### a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

#### b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

# c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

#### d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

#### e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

#### f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

# g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

#### **ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

# ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

#### **ARTICLE 8) SPECIAL CONDITIONS**

## a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

### b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

### c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

#### d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

# e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

# f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

# ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

#### a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
- (d) Discontinuance of the Services for reasons within Consultant's reasonable control: and
- (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

#### b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

# c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

# d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

# e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

### f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

## g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

### ARTICLE 10) GENERAL CONDITIONS

# a) Entire Agreement

#### i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

# ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

#### iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

# b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

#### c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

# d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

### e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

#### f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

# g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

#### h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

# i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

# j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

# k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

# l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

# ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:

Justice Advisory Council

69 West Washington Street, Room 1110

Chicago, Illinois 60602

Attention: Lanetta Haynes Turner

and

Cook County Chief Procurement Officer 118 North Clark Street. Room 1018

Chicago, Illinois 60602

(Include County Contract Number on all notices)

If to Consultant:

Vision of Restoration, Inc. 1221 West Madison Street Maywood, Illinois 60153

Attention: Larry James, Executive Director

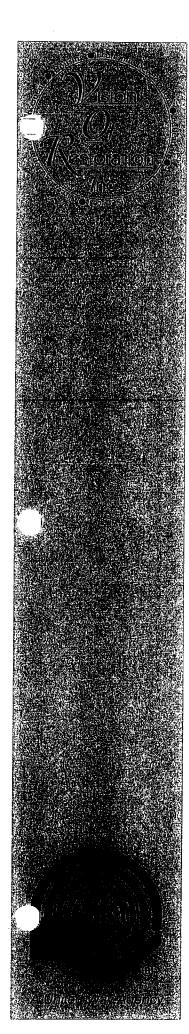
Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

#### ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

# EXHIBIT 1

Scope of Services



# "Repairing the Breach in Our Community"

#### A. Cover Letter

Founded in 1998, Vision of Restoration, Inc. (VOR) was established by Reverend Marvin E. Wiley of Rock of Ages Baptist Church as a call to address the overwhelming poverty and disparity in resources for disadvantaged families residing in the Maywood- Proviso Township community. VOR is a non-profit 501C3 social service organization, who has for the last 17 years strived to advance the welfare and quality of living of families by providing comprehensive preventive and rehabilitative programs and services that address the needs of citizens in Maywood and the surrounding Western Suburbs.

VOR serves approximately 2,300 low-to-moderate income clients a year. VOR programs and services include;

- Youth and Adolescent Health services
- Re-entry programs
- Violence Prevention programs
- Employment Services
- Career development
- Crisis Intervention and Mediation Services
- Community Safety and Restorative Practice programs
- And others

VOR's history of violence prevention work and juvenile justice practices in the community is unprecedented. We have been advocates for services and programs that utilize a public health approach to addressing behavioral risk factors that impact the lives of urban youth. For the past 10 years VOR has provided evidence-based programs aimed at addressing those risk factors and increasing protective factors as it relates to community and youth violence; utilizing restorative justice practices, youth violence prevention programs, and trauma-informed practices.

If awarded funding by Cook County to provide Restorative Justice Practice programs VOR will partner with local law enforcement, School Districts 88, 89, and 209, Parole Officers, parents and other partner organizations and stakeholders that will further the work of safe communities and restorative practices.

Larry James, Executive Director

Sincerely You

Section B: Agency Description

Vision of Restoration (VOR) is a community-based 501(c)3 non-profit organization founded in 1998 by Rev. Marvin E. Wiley, Pastor of Rock of Ages Baptist Church in Maywood, Illinois based on a profound need to address the community blight that was affecting the Proviso Township communities in general and Maywood the immediate community surrounding the church. The organization's mission is repairing the breach in the community and advancing the welfare, quality of living and unity of residents in the area by providing comprehensive and rehabilitative programs and services. The vision of the organization is to help address the needs of humanity. We serve over 2300 individuals each year and 80% of our families are low income. The organization seeks to build and restore the lives of people and communities that have experienced institutional inequities, been marginalized, and often disenfranchised.

We provide the following services:

- Youth and Adolescent Health services
- Mentoring and Youth Employment
- Veteran Services
- Re-entry programs
- Education, Employment and Training programs
- Violence Prevention programs
- Behavioral Health Referrals
- Computer Literacy
- Financial Literacy
- Crisis Intervention
- Housing Counseling
- Community Economic Development

VOR has and continues to advocate for programs and services that uplift and advance those less fortunate while providing support and a safety net for families when they experience a crisis or hardship. The organization is committed to helping improve and transform individual's circumstance, provide opportunities to engage and empower families, as well as promote economic development and safe communities programs to revitalize the area. In addition, we believe in the proverb: give a man a fish and you feed him for a day; teach a man to fish and you feed him for a lifetime. Creating Safe Communities begins and ends with community residents. Our Peace Center, while newly emerging has come out of the trend of mediating community issues and empowering youth and senior residents with skills to resolve conflict, enhance communication among residents, and address community violence and youth violence.

VOR has successfully implemented a Summer Youth Employment program for the last 7 years. Within the last three years VOR has been awarded Jobs Plus funding (2011-2012), NRI/ Mentoring Plus Jobs funding (2010-2012), Pre-apprentice and Urban Weatherization training (2011-2014), and DHS Community Summer Youth Employment (2012-2014).

Each year we have met our target placement goal of 100% and retention goal of 95%. Last summer in particular, VOR's Youth Employment Program proved to be a needed and viable resource for low-income and at-risk youth in the Proviso Township area. In one week, VOR's outreach efforts elicited 71 young people who registered and were screened for eligibility. The program targeted at-risk youth who met the following income requirements through participation of at least one program or qualification below:

- National School Lunch Program
- Workforce Investment Act
- Food Stamps / SNAP Program
- Temporary Assistance for Needy Families And/or are qualified as:
- Court-involved or at risk youth, or
- Family income does not exceed 200% of the Federal Poverty Level (FPL).

Last year our demographic included 80% of low-income youth and over 50% of youth who were court-involved or had some juvenile justice history of arrest or school expulsion. Fifty-one (51) youth were placed in a paid summer work experience. In 2013, we served 2 youth (4%) who self disclosed that they were homeless. In 2014, 5 youth (10%) in the program were dealing with housing issues.

#### VOR 2014 Year End Outcomes:

- 100% placement rate
- 98% retention rate (50 of 51 youth retained employment for 90 days or more)
- 12% of youth received permanent placements extended beyond the summer timeframe (6 hired permanently with their employer)

While youth employment is a huge issue and can be a solution to address youth violence and the core social economic factors that impact urban impoverished youth, it is clear that community safety and stability is as well a key determinant to addressing issues of violence and risk factors that may lead to poor outcomes and predict unhealthy lifestyles.

In 2013, VOR was one of the lead agencies of the Maywood/Proviso Community Anti-Violence Responsive Efforts (CARE) Team. The goal of the team comprised of multi-sector partners and stakeholders was to respond to the needs of the community and in the process create a safer and adequately resourced area. As a result of the work, VOR began its restorative practice program through our IDOC re-entry program, we utilized RP to reintegrate ex-offenders back into the community and saw a 20% decrease in recidivism.

Everyone pays when we have a high level of violence. Across the range of government and community programs, from policing and courts to counseling and youth services, we're collectively spending \$4.4 billion a year in this region — that's \$2,300 per family per year. However, if we teach a man to fish, perhaps together we can reduce the amount of resources expended when their is violence and utilize that resource to actually strengthen the families and build thriving communities.

Section C: Executive Summary & Agency Organization Chart

VOR Peace Center and Restorative Practice Program will address Community Safety through 1) Prevention, 2) Intervention, and 3) Response. We will also utilize 10 evidence-based and evidence-informed methods to reach our outcome of strengthening, building skills, and fostering resilience in our community.

- I. **Prevention in communities.** We must promote positive behaviors and prevent the risk factors that destabilize communities by taking action to reduce gun violence, fostering strong families, and providing more jobs.
  - 1. Community Restorative Panels
  - 2. Community Resource and Employment Fairs
  - 3. Trauma-informed training for providers and educators
- II. Intervention with youth at risk. We must intervene with youth who are at greater risk to re-engage students in school, offer more choices out-of-school, and instill the social and emotional skills youth need to deal with stress peacefully.
  - 4. Coordinated out-of-school programs. Arts, science, technology, sports, and jobs offer youth positive options after school, and customized programs like DHS funded Community Summer Youth Program (CYEP), which serves at-risk teenagers who are typically left out of programs and have a criminal background making it difficult to secure employment. CYEP gives them a supported environment to enter the workforce and strengthen their work identity.
  - 5. Specialized mentoring and family engagement. Social-emotional learning helps young people foster positive ways of relating to peers and adults; some services are tailored for those most at risk of violence involvement and present low emotional intelligence.
  - 6. Restorative justice for school discipline. Alternatives to out-ofschool suspension keep youth safer and help them stay engaged until graduation. Training educators and providing RP activities in schools increase school attendance and decreases suspensions and expulsions.
  - 7. Student re-engagement centers. Those who miss many days of school can find customized paths and coaching at a cross-agency collaborative.
- III. Response. We need to respond better after a violent incident has occurred to distinguish high-risk segments, help low-risk defendants get services rather than go to jail, and connect offenders leaving prison to services so they don't return to crime.
  - 8. Community-based alternative to detention. Expanded programs will keep low-risk youth out of jail, allow them to stay connected with their families, jobs, or schooling, and thus be less likely to get involved in more serious crime.
  - 9. Community Service. Community service offers one way an offender can be held accountable to repair some of the harm caused by his or her criminal actions.

10. Aftercare services for ex-offenders. Immediate case management, service, and educational linkages will replace the surveillance and punishment focus of juvenile parole.

(See Organizational Chart)

The key personnel that comprises of the staff which operates the Peace Center are:

**Executive Director** 

Oversee the day-to-day operations, manages staff, establishes relationships with outside networks. Larry James has over 20 years of business, economic development, and non-profit management. His ties to the community are phenomenal. He has been instrumental in building partnerships with the businesses that have agreements to employ the youth. Mr. James holds a B.A.in Business Administration from Southern Illinois University in Carbondale IL

**Program Director** 

The Program Director is responsible for project management and program delivery of grant-funded programs and establishing and maintaining solid community partnerships and collaborations.. Delrice Adams has over 25 years experience in program development, project management and bringing pilot projects to scale. She is a trained restorative coach and has worked developing and managing restorative justice and restorative practice programs for the past 5 years. She holds a B.A. in Psychology from the University of California at Berkeley and a M.A. in Social Service Administration from the University of Chicago; School of Social Service Administration.

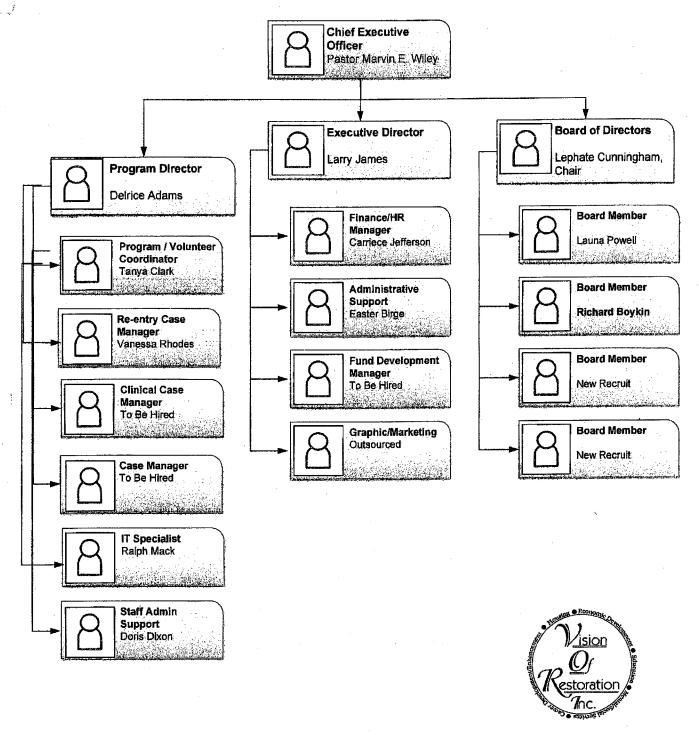
**Program Coordinator** 

The Program Coordinator is responsible for maintaining and enhancing comprehensive programming and employment services. In addition the Program Coordinator is responsible for managing volunteers and linkage agreements with schools and partner agencies. Tanya Lee has over 10 years as a supervisor in the field of social services. She has a M.A. from Northeastern Illinois University. She has a certification in Substance Abuse Counseling.

Case Manager

Our Case manager is responsible for implementing restorative practice activities (Peace Circles, Check-ins, Peer Jury, Conferencing, and mediation). She works directly with parole officers, schools, and families of youth in the juvenile justice system. She also manages our re-entry population. She is trained in restorative practice and has her Peace Circle certificate as well. Vanessa Rhodes holds a Bachelors of Liberal Arts degree from University of Illinois at Champaign Urbana.

# Vision of Restoration, Inc. Organizational Chart



# **Section D: Description of Problem**

Our agency is located in Maywood, IL and primarily serves the Proviso township communities of Maywood, Bellwood, Forest Park, North Riverside, and Melrose Park. The population in these communities is predominantly African American. These areas are poverty stricken, have high rates of unemployment, violent crime, teen pregnancy, single parent households, and school dropout rates.

As a long time provider and community resource, Vision of Restoration (VOR) remains committed to connecting with at-risk populations to build self-efficacy, resiliency, and balanced and restorative justice to youth, adults and families. VOR is committed to building healthy and strong communities through holistic comprehensive approaches that address risk factors and enhance protective factors for at-risk communities.

Proviso Township is one of thirty townships in Cook County, Illinois. As of the 2010 census, its population was 151,704. It is comprised of the following suburbs: Maywood, Melrose Park, Bellwood, Brookfield, Westchester, Forest Park, La Grange Park and North Riverside.

Maywood is a village in Proviso Township, Cook County, Illinois, United States. It was founded on April 6, 1869, and organized October 22, 1881. According to the 2010 U. S. Census Quick Facts, Maywood has an estimated population of 24,090. Additionally, Maywood's unemployment percentage is 10.4% which is above the state average of 6.2%; the per capita income is \$19,661 which is below the U.S average of \$28,051, and persons below poverty is 21.6% above the state average of 12.6%. Additionally, 2010 census data shows that less than 50% of Maywood residents completed census data which tremendously affects the amount of federal funds and resources that are extended to this community which includes social services, child-care, senior centers, hospitals, schools and job training centers to name a few.

The racial makeup of the village was 82.7% African American, 9.7% White, Hispanic or Latino of any race were 10.5% of the population. There were 7,937 households out of which 36.2% had children under the age of 18 living with them, Meaning over 1/3 of the population in this area are Youth.

Proviso Township District 209 has a school enrollment of 5142, comprising of 2.8% White students, 79.4% Black students and 17.0% Hispanic students. 35.2% are low income. They have an attendance rate of 80.8% and a truancy rate of 5.7%. The dropout rate is 7.7% well above the state average of 5.2%, The high school graduation rate is 67.7%, again lower than the state average of 80.2% and even lower for male students (52.8%) and black students (65.2%). The graduation rate for white students in 2014 was reportedly 100%.

Maywood had a violent crime rate of 518.9 in 2013. The national average was 203.3. Several other villages in Proviso township also had crime rates higher than the

national average in 2013; North Riverside crime rate at 417.4. Forest Park at 352.5, Bellwood at 325.6, and Broadview at 300.6.

Suburban Cook County's firearm victimization rate for youth ages 15-19 is 23 per 100,000, a rate on par with Chicago's neighborhoods with the highest violence rates. Illinois Department of Juvenile Justice data shows that majority (63%) of court-involved youth are ages 17-20. Of that population 86% are placed in After-care and/or paroled. VOR has seen an increase in this demographic referred to our IDOC re-entry caseload. In 2013, 50% of our youth summer workers were between the age of 16-24 and court involved.

# Section E: Description of Target Population

According to Illinois' Cook County Circuit Court, African-American juveniles make up 85% of its juvenile justice system population. While black youth in Illinois constitute approximately 20% of the state's population, they account for more than 50% of youth passing through the state's juvenile detention centers. According to the W. Haywood Burns Institute, youth of color receive more severe sanctions that white youth even when charged with the same category of offense. Youth of color comprise 35% of the total U.S. youth population, yet make up 65% of all youth who are securely detained pre-adjudication.

Since 2014, VOR has implemented balanced and restorative justice efforts in our IDOC Re-entry program. Conducting restorative conversations between youth and community members, schools, and families. We have provided community service placements for parolees. The efforts align with the justice system and demonstrate a beneficial impact on the community. Our organization is one of few that provide balance and restorative practices on a community level. There is a need for such activities and practices in this community in order to build resilience and create safety and support to the community that is faced with accepting ex-offenders back into the fold.

Implementation of these practices will be supported and sustained by the proposed funding allowing VOR to implement balanced and restorative practices at a scale that would include a whole community approach. We will train and service schools, faith-based organizations, community leaders, families, and at-risk youth. Provide alternative detention for youth ages 14-21 and community service for recently released ex-offenders. Engage the community through the restorative panel/board and provide victim offender mediation to repair the harm to the community.

# Section F: Proposed Program & Implementation Schedule

All program activities will take place throughout the 12 -month grant period. They will begin immediately upon execution of the contract and in accordance with the grant requirements and timeframe of implementation. (Model derived from Illinois Balanced and Restorative Justice (IBARJ) In Communities, http://www.ibarji.org)

I. Peace Circles have a wide array of uses and purposes both in and out of the juvenile justice system. They can be used as a practice in communities for building relationships and changing community cultures as well as a community-directed process, conducted in partnership with the justice system, to develop consensus on an appropriate plan that addresses the concerns of all those affected by a crime. Circles use traditional circle ritual and structure to involve the victim, victim supporters, the offender, offender supporters, justice personnel, police, and all interested community members. Within the circle, people can speak from the heart in a shared search for understanding of the event, and together identify the steps necessary to assist in healing all affected parties and prevent future crimes.

Circles are used for adult and juvenile offenders with a variety of offenses and have been used in both rural and urban settings. Circles are commonly used in communities for conflict resolution and as a way of building relationships that create a peaceful safe place to live as well as for victim-offender issues.

### Goals

The goals of circles in communities include:

- Building relationships, creating a sense of community and its capacity for resolving conflict.
- Addressing the underlying causes of criminal and/or inappropriate behavior.
- Promoting and sharing community values.
- Promoting healing for all affected parties of inappropriate behavior.
- Providing an opportunity for the offender to make amends.
- Empowering victims, community members, families, and offenders by giving them a voice and a shared responsibility in finding constructive resolutions.

# **Implementation**

In communities, Peacemaking Circles develop an atmosphere where residents can create their own safe environment in community and to learn conflict resolution skills. Circles are facilitated by a trained "keeper." VOR has two trained circle keepers.

Staff responsible: Delrice Adams, Vanessa Rhodes

II. Reinstitute and lead the *Community Advisory Restorative Effort (CARE) Board;* a community restorative panel/board composed of a small group of citizens/stakeholders, prepared for this function by intensive training, who conduct public, face-to-face meetings with offenders referred by police departments or courts to participate in the process. Typically panels and boards work well with offenses when it is difficult to obtain victim participation or when a victim is more difficult to identify. Often the community as a whole can serve as the victim; however, whenever possible, victims should be included in the process. During a meeting, board members discuss with the offender the nature of the offense and its negative consequences. Then board members develop a set of proposed sanctions which they discuss with the offender, until they reach agreement. Subsequently, the offender must document his or her progress in fulfilling the terms of the agreement. After the stipulated period of time has passed, the board submits a report to the

referring agency of the offender's compliance with the agreed upon sanctions. At this point, the board's involvement with the offender is ended.

# Goals

The goals of community restorative boards include:

- Promoting citizen ownership of the justice system by involving them directly in the justice process.
- Providing opportunities for victims and community members to confront offenders in a constructive manner about their behavior.
- Providing opportunities for offenders to take personal responsibility and be held directly accountable for the harm they caused to victims and communities.
- Generating meaningful "community-driven" consequences for criminal actions that reduce a costly reliance on formal criminal justice processing.

# **Implementation**

Community restorative boards have primarily been used with offenders convicted of nonviolent and minor offenses. The following factors have been identified as important elements of implementing a successful community-driven restorative board program:

- Having a committed, well trained staff.
- Working with victim organizations, and ensuring that victims are represented and provided adequate opportunity to participate.
- Processing cases expeditiously and in a manner that is simple for community members to understand.
- Facilitating a positive experience for the board members.
- Providing quality training for the boards.
- Supporting the program with adequate resources (e.g., space, time, and staff).
- Striving for initial successes for offenders, victims, and community participants.
- Getting support from judges in limiting the time the offender is in the program and on probation.

# Responsible Persons: CARE Board members, Community Stakeholders

III. Community service is work performed by an offender for the benefit of the community as a formal or informal sanction. Just as criminal and delinquent activities harm neighborhoods and communities, they can be at least partially restored by meaningful service that contributes to their improvement. Community service offers one way an offender can be held accountable to repair some of the harm caused by his or her criminal actions.

Community service is effectively used in all 50 states and at the federal level as a component of criminal sentences and juvenile adjudications involving diversion, probation, and parole. Restorative justice practices in institutions are also beginning to incorporate community service sanctions for infractions that have a detrimental impact on the "community" of a prison or detention center.

# **Goals**

The goals of community service include:

 Holding offenders accountable for the harm they have caused to the community.

 Providing communities with human resources that can improve the quality of life in public environments, business, and even individual residences.

Helping offenders develop new skills through supervised work activities.

 Allowing victims a voice and occasionally some direct benefit by recommending the type of community service performed.

**Implementation** 

Successful community service programs require a true public-private partnership. Residents in a community can enhance efforts of the criminal and juvenile justice systems by providing meaningful work experiences, volunteering to supervise offenders sentenced to community service, and serving as mentors for adjudicated youth in community service capacities. Examples of community service include: public work programs that beautify a community's environment such as park and roadside cleanup efforts or graffiti removal. Truly restorative community service offers crime victims the opportunity to provide input into the types of community service they would like to see the offender perform, including activities that directly benefit the victim or a charity or project of the victim's choice. Community service can also benefit victim service organizations, for example, by providing bookkeeping services to a rape crisis center or other valuable support, as described in the example below.

Staff: Vanessa Rhodes

IV. Victim offender mediation is a process that provides interested victims an opportunity to meet their offender, in a safe and structured setting, and engage in a mediated discussion of the crime. With the assistance of a trained mediator, the victim is able to tell the offender about the crime's physical, emotional, and financial impact; to receive answers to lingering questions about the crime and the offender; and to be directly involved in developing a restitution plan for the offender to pay back his or her financial debt.

This process is different from mediation as it is practiced in civil or commercial disputes, since the involved parties are not "disputants" nor of similar status - with one an admitted offender and the other the victim. Also, the process is not primarily focused upon reaching a settlement, although most sessions do, in fact, result in a signed restitution agreement. Because of these fundamental differences with standard mediation practices, some programs call the process a victim offender "dialogue," "meeting," or "conference."

# Goals

The goals of victim offender mediation include:

- Supporting the healing process of victims, by providing a safe and controlled setting for them to meet and speak with the offender on a strictly voluntary basis.
- Allowing the offender to learn about the impact of the crime on the victim and to take direct responsibility for their behavior.

 Providing an opportunity for the victim and offender to develop a mutually acceptable plan that addresses the harm caused by the crime.

# **Implementation**

Cases may be referred to victim offender mediation programs by judges, probation officers, victim advocates, prosecutors, defense attorneys, and police. In some programs, cases are primarily referred as a diversion from prosecution, assuming any agreement reached during the mediation session is successfully completed. In other programs, cases are usually referred after the court has accepted a formal admission of guilt, with mediation being a condition of probation (if the victim has volunteered to participate). Some programs receive case referrals at both stages. The majority of mediation sessions involve juvenile offenders, although the process is occasionally used with adults and even in very serious violent cases.

Staff Responsible: Delrice Adams, Clinical Interns

V. Restorative practices in schools, inspired by the philosophy and practices of restorative justice, prioritizes repairing harm done to relationships over the need for assigning blame and dispensing punishment. Based in indigenous wisdom and modern restorative justice philosophy, Restorative Practices increase accountability, and both student and teacher satisfaction while using such events as a natural opportunity to promote social and emotional learning, positive youth development, and cognitive psychology.

According to Belinda Hopkins, author of <u>Just Schools: A Whole School Approach to Restorative Justice</u>, "A whole-school approach to using restorative practices contributes to

- Happier and safer schools,
- · Mutually respectful relationships,
- More effective teaching and learning,
- · Reducing exclusion, and
- Raising attendance.

The restorative approach is based on the belief that the people best placed to resolve a conflict or a problem are the people directly involved, and that imposed solutions are less effective, less educative and possibly less likely to be honored. In order to engage in a restorative approach to conflict and challenging behavior people need certain attitudes and skills. Skills-based training can develop both restorative skills and attitudes."

Restorative practices in schools include:

- Circles
- Restorative Chats
- Conferencing
- Peer Juries

Staff responsible: Vanessa Rhodes, Interns (Center for Urban Studies)

# **Section G: Expected Outcomes**

Our program design will include the following core components/activities and program goals:

- 1. Restorative practice training for District 88. 89, and 209 (Students, Parents and Staff)
- 2. Victim/Offender Mediation Training and Facilitation for community
- 3. Peace Circle Training and Facilitation for providers/community
- 4. Peer Jury Training and Facilitation in schools and community
- 5. Implement Community Advisory Restorative Effort (CARE) Board

Our arching goal is to address community and youth violence and victimization. Support community affected by violence or other harmful experiences. Provide trauma-informed care and supportive services. Right the harm and restore the peace and normalcy in the community. Provide supportive services to families and individuals to address violence and community trauma or victimization. Our overall aim is to help develop healthier and safer communities by strengthening our youth, and their families, schools and communities.

<u>Program Goal 1</u>: To promote restorative justice practices at local Elementary and High Schools.

Activity: Organize and incorporate restorative justice practices among students, parents and faculty to include peace circle/peer mediation training./peer juries

# Objectives:

- •Enroll 100 grade school and High School students for restorative justice education training/workshops.
- •Recruit/enroll 15 teachers/school staff for restorative justice education training.
- •Recruit/enroll 35 parents/community members for restorative justice education training/workshops.
- •Conduct (4) 6 week restorative justice education training/workshops to students.
- •Conduct (1) 4-week restorative justice education training/workshops to teachers/school staff
- $\bullet \textbf{Conduct (1) 4-} week \ restorative \ justice \ education \ training/workshops \ to \ parents/Community \ members \\$

# Outcome Results:

- •A total of 150 students, community residents and faculty receive restorative justice education training by end of program year
- •A total of 9-12 restorative education workshop/training sessions held by end of program year

Program Goal 2: To establish Community Peace Center

Activity: During program year 2015, VOR staff will organize Peace Center to provide

peace circles, mediation conferencing, and community service to community members in an effort to address community violence, neighbor-to-neighbor issues, re-entry population. Activities that aim to restore a sense of balance and restore the harm to victims and improve relations. Maximum circle size is 10-15 participants.

# Objectives:

- •Establish Peace Center with peace room and regular peace circles
- Train all VOR clinical and case management staff as peace circle keepers
- •Host a minimum of monthly peacemaking circles for community to share concerns, learn from each other and increase resiliency and self-efficacy among community members.

# Outcome Results:

·A total of 12 peacemaking circles established by end of year

Program Goal 3: To facilitate adult led victim/offender mediation

Activity: During program year 2015, VOR staff will organize mediation training for adult volunteers. As well as victim/mediation and customer service for ex-offenders in our re-entry program.

# Objectives:

- •A total of 4 adults will be recruited to volunteer and receive victim/offender mediation training
- •50% IDOC re-entry participants will receive victim/offender mediation counseling and community service
- •A total of 24 victim/offender mediation sessions will be held by end of program year.

# **Outcome Results:**

50% of IDOC participants must participate in victim/offender mediation and community services (when required ) in an effort to restore community relations.

<u>Program Goal 4</u>: To provide community awareness and educational instruction to increase knowledge regarding youth violence prevention and family violence prevention through balances and restorative practice.

Activity: VOR staff will address a series of topics among community members by conducting educational sessions including social emotional learning, trauma, youth violence prevention, healthy violence free relationships, impact of adverse childhood experiences and exposure to violence, as well as how to prevent them, and psychological first aid.

# Objectives:

- •Enroll community members in restorative practice training and education
- Conduct family violence prevention education sessions for community members

# **Outcome Results:**

- Enroll (25) community members program in restorative practice training and education
- •Conduct (6) family violence prevention education sessions for community members
- Facilitate (4) Community Advisory Response Effort (CARE) meetings

<u>Program Goal 5</u>: To implement and institute community restorative board.

Activity: VOR staff will address a series of topics among community members by conducting educational sessions including social emotional learning, trauma, youth violence prevention, healthy violence free relationships, impact of adverse childhood experiences and exposure to violence, as well as how to prevent them, and psychological first aid.

# Objectives:

• Facilitate Community Advisory Response Effort (CARE) comprised of community stakeholders of providers, faith-based organizations, residents, school representatives, government officials, and others interested in addressing violence, juvenile justice issues, and building community resilience.

# Outcome Results:

• Facilitate (4) Community Advisory Response Effort (CARE) meetings

# Section H: Planning & Preparation Activities Outreach, Recruitment, Enrollment, and Orientation

Outreach efforts will begin upon contract execution. Staff would meet with Police department to ensure referrals of youth arrested or identified would be referred to agency for alternative detention and supportive services. Schools would be convened to schedule staff and student training. Parent training would also be scheduled with parent liaison of the school. Community residents would be recruited, enrolled, and would receive an orientation to the program.

VOR will recruit and enroll 100 youth in the In-School restorative practice programs, 50 Parents and community members. Utilizing partner organizations, marketing in schools and youth programs, partnering with Park Districts and Boys and Girls Clubs to recruit and outreach to at-risk and disconnected youth. VOR will enroll all youth that are referred and youth that are not eligible for either models under WOIA will be serviced under Vision of Restoration Youth Development Institute and receive parallel services or services specific to their needs.

Intake, Assessment, Case Management, and Individual Service Plans
Referrals will be made to the Peace Center by schools, faith based organizations, families, IDOC, and other providers. Persons seeking services in the Restorative

Justice program as part of the intake process must complete a general assessment given by VOR staff.

Each family will be assessed utilizing our evidence-based needs assessment tool. Demographics and financial status are also assessed as a part of the intake process. A Strength-based assessment will be conducted at intake to identify and build upon the existing strengths of the client. Workers will identify ways to recognize and utilize genuine strengths to allow building onto existing competencies and effectively address participant's concerns. Strength based programs allow participants to learn new skills and solve problems. Our program will communicate a sense of hope, establish expectations for success within the client's capabilities, promote independence, and set in motion forces for improvement.

Community Anti-violence Restorative Effort (CARE) Board

Begin quarterly meetings of the CARE Board. Train the board and begin the implementation of RP with the support and guidance of key stakeholders and community members.

Section I: Detailed Budget

See attached detailed Budget on the document labeled "Appendix I- Budget Form" that includes a cost breakdown for the aforementioned program plan activities.

Section J: Budget Narrative

See attached detailed Budget Narrative on the document labeled "Appendix II-Budget Justification Form" that includes a detailed narrative for all cost being billed to the grant for the proposed program activities.

Section K: Qualifications of the Proposer

VOR has successfully implemented a Summer Youth Employment program for the last 7 years. Within the last three years VOR has been awarded Jobs Plus funding (2011-2012), NRI/ Mentoring Plus Jobs funding (2010-2012), Pre-apprentice and Urban Weatherization training (2011-2014), and DHS Community Summer Youth Employment (2012-2014).

Each year we have met our target placement goal of 100% and retention goal of 95%. Last summer in particular, VOR's Youth Employment Program proved to be a needed and viable resource for low-income and at-risk youth in the Proviso Township area.

Last year, VOR secured 55 job placements with 14 committed employers, who signed contractual agreements to provide a fulfilling work experience to a youth and engage VOR with regards to progress and the development of the youth while employed for the summer. Youth were placed in a variety of fields in the following types of companies; Sports Agency, Restaurants/Food Truck, Day Cares Centers, Insurance Companies, Construction and Development Corporations, Social Service

Agencies, Information Technology, Architecture, Business and Finance, and Nursing Homes.

# VOR 2014 Year End Outcomes:

- 102% placement rate (51 of required 50 placed)
- 98% retention rate (50 of 51 youth retained through end of program)
- 12% of youth received permanent placements extended beyond the summer timeframe (6 hired permanently with their employer)

VOR has served 120 IDOC Re-entry participants in 2014. 68% have been placed in employment and 22% in community service. VOR's re-entry case manager has referred 43% to behavioral health or mental health services. We began utilizing victim-offender mediation and community service restorative practice activities with this caseload in 2013. Our recidivism rate has decreased by 10% in the last two years.

VOR served on the executive team and steering committees for our areas Community Anti-Violence Restorative Effort (CARE) team. The CARE team was comprised of school superintendents, village trustees, police commanders, community-based providers, faith-based organizations, youth programs, and concerned residents.

VOR also served as the partner agency for new developed program initiated by *I Can Corporation* named Safer School Community Law Enforcement Initiative (SSCLEI). Our role was to:

- 1. Identify and enter "at-risk" students in elementary and high schools into the JIS database
- 2. Engage target population of juveniles returning to the community from Department of Juvenile Justice (DJJ) youth centers and 14-17 year old youth and young adults re-entering from Department of Corrections (DOC) correctional facilities.
- 3. Provide or link youth and young adults with the following range of services, gender specific where appropriate. For the Juvenile Detention Center target populations, the asterisked services will be the primary services provided.
- a. Intake, referral, consent, screening, information-sharing procedures
- b. Coordinate Gang/drug recovery initiatives
- c. Case Management and Re-Entry Plan
- d. Mentoring

# Section L: Key Personnel

The key personnel that comprises of the staff which operates the Peace Center are:

# **Executive Director-Larry James**

Oversee the day-to-day operations, manages staff, establishes relationships with outside networks. Larry James has over 20 years of business, economic

development, and non-profit management. His ties to the community are phenomenal. He has been instrumental in building partnerships with the businesses that have agreements to employ the youth. Mr. James holds a B.A.in Business Administration from Southern Illinois University in Carbondale IL

Program Director- Delrice Adams

The Program Director is responsible for project management and program delivery of grant-funded programs and establishing and maintaining solid community partnerships and collaborations.. Delrice Adams has over 25 years experience in program development, project management and bringing pilot projects to scale. She is a trained restorative coach and has worked developing and managing restorative justice and restorative practice programs for the past 5 years. She holds a B.A. in Psychology from the University of California at Berkeley and a M.A. in Social Service Administration from the University of Chicago; School of Social Service Administration.

Program Coordinator- Tanya Lee

The Program Coordinator is responsible for maintaining and enhancing comprehensive programming and employment services. In addition the Program Coordinator is responsible for managing volunteers and linkage agreements with schools and partner agencies. Tanya Lee has over 10 years as a supervisor in the field of social services. She has a M.A. from Northeastern Illinois University. She has a certification in Substance Abuse Counseling.

Case Manager- Vanessa Rhodes

Our Case manager is responsible for implementing restorative practice activities (Peace Circles, Check-ins, Peer Jury, Conferencing, and mediation). She works directly with parole officers, schools, and families of youth in the juvenile justice system. She also manages our re-entry population. She is trained in restorative practice and has her Peace Circle certificate as well. Vanessa Rhodes holds a Bachelors of Liberal Arts degree from University of Illinois at Champaign Urbana.

**Section M: Sub-contracting or Teaming** 

VOR will team with *I Can Corporation*, a local organization that implements a Safe Schools and Communities Law Enforcement Initiative (SSCLEI). This collaborative will allow school based Restorative Practice programs in Districts 88,89, and 209. School based activities include training of students, school faculty and parents. We will also team up with the Maywood, Bellwood, Broadview, and Westchester Police Departments. We will work with *Accutron Systems* who has developed a Juvenile Information System (JIS) and is piloting the program with the police departments in all 4 of the aforementioned villages. This system allows police to refer first time offenders to VOR for supportive services as an alternative to arresting. It also allows local service providers to communicate on shared clients and families. This level of coordination will help achieve desired outcomes and have a long lasting impact on building community relations and strengthening families and communities.

# **Larry James**

241 Oak Ridge Ave, Hillside IL 60162 Phone: (708) 243-7855 – larryjames619@msn.com

### **Career Focus**

Results-driven, experienced professional with a comprehensive background leading employee teams and exceeding business objectives. Capable of delivering result-driven outcomes as well as exceeding financial, safety, quality, and business targets. Proven ability to resolve complex problems, lead critical projects, and execute project plans.

# Summary of Skills

- · Project Management
- · Housing/Property Management
- · Economic Development
- · Strategic Partnerships
- Client Relations
- Customer Solutions

- · Computer Proficient
- Microsoft Programs
- · Social Media Campaigns
- Marketing Strategies

# Accomplishments

Business Man of the Month, 2001 Chicago Social

# Professional Experience

# **Economic Developer/ Housing Advocate**

January 2011 to Present

Vision of Restoration, Inc - Maywood, IL

As housing advocate place clients into permanent, and temporary housing, and rapid-rehousing. Secure housing resources and assist in the development of low-income affordable housing. Assign tasks to associates, staff projects, track progress and update managers, partners and clients as necessary. Plan and execute events and marketing programs. Develop and execute marketing programs and general business solutions resulting in increased company exposure, customer traffic, and sales.

# Store Owner/Assistant Project Manager

September 1998 to Present

House of Trend/Forecast - Chicago, IL

Manage day to day operations of a retail boutique with a workforce development component. Increased client awareness by developing technical/non-technical marketing collateral and presentations, and public relations and outreach campaigns. Assist with ongoing programs, activities, and special events. Meet project deadlines and adhere to implementation timelines. Manage case management staff as needed.

### Education

### Southern Illinois University 1982

Carbondale, IL

Business Administration (Concentration- Management)

**Bachelors of Arts** 

### References

Available Upon Request

# TANYA D. LEE

6334 S.Normal
CHICAGO,IL 60621
312-846-0905
EMAIL:tlee@vorhelp.org

Marcy Newberry Chicago, IL

# Case Manager/Supervisor

- Conducted family assessments
- Monitored caseloads of 50-100 clients
- Conducted home visits
- Supervised four employees
- Prepared weekly and monthly reports
- Implemented training for new employees

Northeastern Illinois University Chicago, IL

# **Relocation Planning Facilitator**

- Instructed residents on housing choice selections
- Facilitated workshops and explained CHA's vision and concepts for the future
- Instructed residents on the requirements of section 8 and CHA as it relates to lease compliance

Chicago Public School Chicago, IL

# Prevention Specialist (Safe and Drug Free Dept)

- Facilitated student assistance programs
- Developed life skills workshop for students
- Prepared weekly & monthly reports

Chicago Housing Authority Chicago, IL

# Prevention Specialist /Raymond Elementary School

- Facilitated student assistance programs
- Developed life skills workshop for students
- Coordinated after school program

# **EDUCATION & CERTIFICATIONS**

Northeastern University Chicago, IL

Major: Inter-City Studies

Educational Leadership

Masters Degree Date: Dec 2009

Northeastern University Chicago, IL. Major: Board of Governors (BOG)

Emphasis in Social Service Background

**Bachelor Degree May 2005** 

2001 - 2002

2003-2004

2000 - 2001

1993 - 2000

References upon Request

# Vanessa Rhodes 1111 S Laflin St. Chicago, IL 60607 312.608 9046c rhodes vanessa@yahoo.com

# PERSONAL STRENGTHS

- To envision creative strategies and programs then follow through on details to ensure successful implementation.
- Experienced in building and maintaining excellent relationships with clients.
- Ability to multitask and produce for more than one group at one time.
- To provide case management services to clients who are eligible for assistance through the various programs currently under contract.

# PROFESSIONAL EXPERIENCE

Vision of Restoration INC. Case Manager Present

Maywood, IL

- Provide holistic and comprehensive case management services to all clients including: intake assessment, benefit assessment, goal setting, long-term case plan development, weekly case plan development, progress monitoring, individual money management, tenant education, advocacy and referrals.
- Maintained a caseload of 75-100 families.
- Meet with clients weekly or bi-weekly for up to12 months.
- Connect families with needed and available community resources.
- Followed-up with clients and agencies when appropriate to document use/success of referral.
- Input accurate and complete data for all contacts with clients into agency database.
- Ensure that all documents submitted on behalf of a client are valid.
- Conducted outreach to neighborhood schools. Provided all required documentation in a timely manner, including client follow-up, outcome evaluation, client contact sheets, and
- Participates in regular staff meetings, staff training programs, supervisory sessions, and accepted the responsibility for aiding the development of positive team relationships as requested.
- Adhere to agency policy, procedures and the professional code of ethics.

Sojourner Truth Learning Center Case Manager 2009-2012

Chicago, IL

- Reached out to parents assigned by his or her supervisor to assess their most urgent needs, appraise the situation, and listen to the clients' concerns.
- Performed an in-depth mental or physical health analysis of the child.
- Developed a detailed plan of action to meet these needs, set goals, and find necessary resources to meet the goals of families.
- Offered counseling referrals for families in either individual or group settings.
- Consulted with other external agencies to provide support services and resources.
- Kept comprehensive records of clients' progress throughout the process, including every call, referral, and home visit.
- Maintained confidentiality, respected privacy, and preserved the clients' routine and independence as much as possible.

# Vanessa Rhodes 1111 S Laflin St. Chicago, IL 60607 312.608.9046c rhodes vanessa@yahoo.com

Kept in touch with clients to ensure the services were beneficial and that their needs are still met after pointing clients in the right direction for services.

# Walker Real Estate Property Manager/Director of Operations 2005-2009

Chicago, IL

- Established rental rate by surveying local rental rates; calculating overhead costs, depreciation, taxes, and profit goals.
- Attracted tenants by advertising vacancies; obtaining referrals from current tenants; explaining advantages of location and services; showing units.
- Contracts with tenants by negotiating leases, collecting security deposit.
- Accomplished financial objectives by collecting rents; paying bills; forecasting requirements; preparing an annual budget; scheduling expenditures; analyzing variances; initiating corrective action.
- Maintained property by investigating and resolving tenant complaints; enforcing rules of occupancy; inspecting vacant units and completing repairs; planning renovations; contracting with landscaping and snow removal services
- Maintained building systems by contracting for maintenance services; supervising
- Secured property by contracting with security patrol service; installing and maintaining security devices; establishing and enforcing precautionary policies and procedures; responding to emergencies.
- Enforced occupancy policies and procedures by confronting violators.
- Prepared reports by collecting, analyzing, and summarizing data and trends.
- Updated job knowledge by participating in educational opportunities; reading professional publications, maintaining personal networks; participating in professional organizations.

## **SKILLS**

Proficient in Microsoft Office 45-50 WPM type speed Dictaphone and longhand dictation Able to troubleshoot basic and some advanced technical issues

# **EDUCATION**

UNIVERSITY OF ILLINOIS AT CHAMPAIGN URBANA BACHELOR OF LIBERAL ARTS

> REFERENCES Available upon request

# EXHIBIT 2

Schedule of Compensation

# Appendix 1-Pricing Proposal Form Appendix 1 Pricing Proposal Form

Proposers are required to submit the below pricing proposal (budget) separate from the technical proposal (program narrative portion of the proposal). The pricing proposal must be submitted in the form of a hard copy and in an electronic format.

if your company has specific, unique and/or innovative ideas to implement this system that are outside of the parameters defined on the pricing proposal, please provide your firm's recommendations on a separate sheet.

Organization Name(s):	Vision of Restoration	ration									
Project Name:	Restorative Justice Progran	tice Program	نے.								
Grant Time Period:											
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Larry James	\$60,000.00	12	30.00%	12	100%			\$18,000	\$0	\$0	\$18,000
Delrice Adams	\$26,000.00	26	20.00%	17	100%			\$13,000	\$0	ŞO	\$13,000
Vanessa Rhodes	\$32,000.00	12	75.00%	12	100%			\$24,000	\$0	\$0	\$24,000
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Vision of Restoration			10.00%					\$5,500			\$5,500
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Organization #3						_				\$0	\$0
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Sub-total Benefits								\$5,500	\$	o\$	\$5,500
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Accutron	\$2,500.00	m		3	100%			\$7,500	\$0		\$7,500
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TOTAL PERSONNEL								\$92,500	\$0	8	\$92,500

# Appendix 1-Pricing Proposal Form

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# Appendix 1-Pricing Proposal Form

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# Appendix II - Budget Justification Form (Budget Narrative)

### Personnel

Narrative Justification: Enter a description of the personnel and fringe benefit funds requested and how their use will support the purpose and goals of your proposal. If your proposal includes partner organizations, please briefly explain each organizations role, amount of grant funding to be dispersed to each organization and how each organization will be held accountable to the terms of the grant as outlined by the proposal.

Larry James, Executive Director, Vision of Restoration - \$18,000; Coordination of stakeholders and CARE Board meetings; convening and developing RP networks, and sustainability plan.

Delrice Adams, Program Director, Vision of Restoration- \$13,000; RP Coach, Peace Circle

Keeper, Mediator, training community members, training and supervising staff, reports, and program contract compliance; Vanessa Rhodes, Case Manager, Vision of Restoration - \$24,000; RP Coach, Peace Circle Keeper, Re-Entry Case manager and community service placement specialist. Fringe Benefits (10%) - \$5,500 (See Resumes for Qualifications)

# Contract/Consultant

Narrative Justification: Enter a description of the contract services and/or consultants funds requested and how their use will support the purpose and goals of your proposal. Please briefly include the qualifications of each contractor service provider and/or consultant.

Tanya Lee, Independent Consultant/Program Coordinator, Vision of Restoration- \$12,000; Community Service coordinator, resource manager, and referral specialist. Accutron, Juvenile Information System Development- \$7500, I Can Inc., School Support Program- \$7500, True Eagle Foundation, Mentoring Program- \$5000 (See attached qualifications)

Equipment		70	
Narrative Justification purpose and goals of t	t the equipment and hov	vits purchase will support the	
			•

Materials and Supplies
Narrative Justification: Enter a description of the Materials and Supplies requested and how their
purchase will support the purpose and goals of this proposal.
\$2400 allocated for general office supplies and materials to operate the program to include
paper, pens, staples, etc.
<b>Printing</b> Narrative Justification: Enter a description of Printing requested and how their purchase will support the
purpose and goals of this proposal.
\$1800 allocated for Copier rental and printing cost for materials, documents related to case
files, materials printed for marketing plan and outreach efforts. General program printing
activities, such as flyers, informational brochures, educational materials, and participant
<u>certificates.</u>
Other Direct Costs
Narrative Justification: Enter a description of each item and how their use will support the purpose and
goals of this proposal.
Indirect Costs
Narrative Justification: Enter a description of each item and how their purchase will support the purpose
and goals of this proposal.
Indirect cost at 3.50% -\$3,385 Administrative costs include overall supervision, management,
reporting, accounting, and audit for the grant.
Sustainability
Narrative Justification: Enter a description of how the applicant organization has entertained the
question of sustainability beyond the V funds (if awarded). Please describe how you intend to continue
the program operations after the grant ends.

# EXHIBIT 3

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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# **EXHIBIT 4**

Identification of Subcontractor/Supplier/Subconsultant Form

Contract No. 1553-14829C

# Cook County Office of the Chief Procurement Officer Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

Obsqualification
Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1553-14829C	Date: /2/15/15
Total Bid or Proposal Amount: #/00,000-	Contract Title: Restrative Justice
Contractor: VI810M Of Pestoration	Subcontractor/Supplier/ I CAN CORP, subconsultant to be added or substitute:
Authorized Contact for Contractor: Larry Jones	Authorized Contact for Subcontractor/Supplier/ Subconsultant: An Aprette Dorkers
Email Address (Contractor): LJames & wrhelp, mg	
Company Address (Contractor): 1221 Madeson St.	Company Address 125 N. Half-ted (Subcontractor):
City, State and Zip (Contractor): May wood IL 60153	City, State and Zip Chago TL 60661  Telephone and Fax 708-491-1982  (Subcontractor)
Telephone and Fax 708-344-3774 (Contractor) 708-344-3779	Telephone and Fax 708-491-1982 (Subcontractor)
Estimated Start and Completion Dates (Contractor)  Dec 1 2015 — New 30 2016	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Project Consultant; Implementation	#5,000

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor VISUM of Restoration	Inc.
Name Larry Tomes	
Title Excutive Director	
Prime Contractor Signature	Date 12/16/15

Contract No. 1553-14829C

# Cook County Office of the Chief Procurement Officer Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

Disqualification
Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

1662 148290	Date:  2  5   15
Bid/RFP/RFQ No.: 1553-14829 C	
Total Bid or Proposal Amount: \$100,000 —	Contract Title: Pestorative Justice
Contractor: VISION of Restoration	Subcontractor/Supplier/ Subconsultant to be added or substitute:  Accutive System
Authorized Contact Larry James	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
(Contractor): LJones & vorhelp. over	Email Address (Subcontractor): M. Savage @ accutorsyst
Company Address 1221 Made son St. (Contractor):	(Subcontractor): M. Savage @ accustors yst Company Address (Subcontractor): 125 N. Halstell 8t.
City, State and Zip (Contractor): Maywood, IL 60153	City, State and Zip Chicago /L 6066/ (Subcontractor):
Telephone and Fax 708 - 344 - 3774 (Contractor) 708 - 344 - 3779	Telephone and Fax (3n) 671-0420 (Subcontractor)
Completion Dates (Contractor)    Contractor   Contractor	Estimated Start and Completion Dates (Subcontractor) 12/1/15 - 11/30/16

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Database system/ Data collection	\$10,000.

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor	Vision	of Restoration	m anc.	
Name L	arm J.	mes		
Title	Executiv	c Torrector		
Prime Contrac	ctor Signature	<del>}</del>	Date	12/14/15

Contract No. 1553-14829C

# Cook County Office of the Chief Procurement Officer Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

Disqualification
Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1553-14829C	Date: 12/15/15
Total Bid or Proposal Amount: \$\\$/00,000	Contract Title: Pestonative Justice
Contractor: VISUM of Mestoration	Subconstractor/Supplier/Lee Taylor Subconsultant to be RAFESH and Sunas
Authorized Contact for Contractor: Lary Jones	Authorized Contact for Subcontractor/Supplier/ Tanya Lee Subconsultant:
Email Address (Contractor): LJames & Vorhelp. mg	Email Address Tanyolce 719 & yohoo. con
Company Address 1221 Made son St.	Company Address 6334 5. Normal (Subcontractor):
City, State and Zip (Contractor): HOY WOOD IL 60153	City, State and Zip Chago IL 60621 (Subcontractor):
Telephone and Fax 708 344 3774 (Contractor) 708 - 344 - 3779	Telephone and Fax (312) 846 - 0905 (Subcontractor)
Estimated Start and DLC 1, 2015 - Completion Dates (Contractor)  NOV 30, 2016	Estimated Start and Completion Dates (Subcontractor) 12/1/15 - 11/30/16

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Rogim coordination/Facilitation	#12,000.

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor	VISION of Restoration	n enr
Name	Larry Jones	·
Title	Executive Director	
Prime Cont	tractor Signature	Date 1 4 16 (15

# **EXHIBIT 5**

MBE/WBE Utilization Plan

# CONTRACT NO. 1553-14829C Vendor: VISION OF RESTORATION, INC.

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.

From:

Aleatha Easley (Contract Compliance)

To:

Kevin Casey (Procurement)

Subject:

Re: M/WBE goals for Restorative Justice Program Grants

Date:

Thursday, July 16, 2015 3:35:42 PM

# Hello Kevin,

After reviewing the provided contract scope for Contract No. 1553-14829, the Office of Contract Compliance recommends the MBE/WBE goals for the five (5) Restorative Justice Program contracts with estimated grant amount of \$100,000.00 for be set at 0% MBE/WBE participation. Should you have any questions please let me know.

# **Aleatha Easley**

Compliance Officer
Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
312.603.5504
aleatha.easlev@cookcountvil.gov

From: Kevin Casey (Procurement)
Sent: Tuesday, July 7, 2015 4:41 PM

To: Aleatha Easley (Contract Compliance)

Subject: M/WBE goals for Restorative Justice Program Grants

Hi Aleatha,

Can you provide me with M/WBE goals for Restorative Justice Program Grants for the Justice Advisory Council (JAC)?

The JAC is looking to distribute five (5) \$100,000 grants to organizations for this RFP.

This is the first year the JAC is issuing an RFP for the Restorative Justice Grants, but they are similar to the Violence Prevention and Recidivism Reduction Grant RFP's they have done earlier this year.

The contact person at the JAC for this RFP is Rebecca Janowitz at 312 603-1134.

Thanks!!

Sincerely,

Kevin B. Casey, CPPB

Office of the Chief Procurement Officer 118 North Clark Street, Room 1018 Chicago, Illinois 60602 312 603-6830 ph.

# **EXHIBIT 6**

Economic Disclosure Statement Forms

# COOK COUNTY ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT INDEX

Section	Description	Pages
. 1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
. 6	Cook County Signature Page	EDS 18

# SECTION 1 INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions**. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a forprofit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

## INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

#### **CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to: or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bidrigging or bid rotating.

#### C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

#### D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

#### E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

#### F. ILLINOIS HUMAN RIGHTS ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

#### G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

#### H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

## I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at <a href="https://www.municode.com">www.municode.com</a>.

#### J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- Department of Correction inmates.

## **REQUIRED DISCLOSURES**

1.	DISCLOSURE OF LOBBYIST CONTACT	rs

List all persons that have made lobbying contacts on your behalf with respect to this contract:

establishmer which emplo	ss means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide nt located within the County at which it is transacting business on the date when a Bid is submitted to the County, and ys the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if
	cons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture of the Bid submittal, have such a bona fide establishment within the County.
a)	Is Applicant a "Local Business" as defined above?
	Yes: No:
b)	If yes, list business addresses within Cook County:
,	
ŕ	1221 Madison St. Maywood 1L 60153
c)	Does Applicant employ the majority of its regular full-time workforce within Cook County?

### 3.

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

The App	olicant mu	st indicate by checking the appropriate provision below and providing all required information that either:
	a)	The following is a complete list of all real estate owned by the Applicant in Cook County:
		PERMANENT INDEX NUMBER(S):
		(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)
OR:		
	b)	The Applicant owns no real estate in Cook County.
5.	EXCEPT	TIONS TO CERTIFICATIONS OR DISCLOSURES.
		unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in licant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the

4.

REAL ESTATE OWNERSHIP DISCLOSURES.

Applicant certified to all Certifications and other statements contained in this EDS.

#### COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant <u>and</u> is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This St	atement is being	mac	le by the [	X ] Appl	icant or	[	] Stock/Ben	eficial Interest Holder
This St	atement is an:		[]	人 ] Origi	nal Stater	ment or [	] Amended S	Statement
Identify	ing Information:							
Name _	Vision	of	Resto	ratu	m	Inc.		
D/B/A:		J				FEI	IN NO.:	31-1662822
_	Address:/6	22	1 Mo	idiso	nst	<u> </u>		
City:	Maywa	کی ت	<u> </u>		State:	11		Zip Code: 60153
Phone	No.: (708) 3	34	1-377L	${\mathcal F}_{\sf FaxN}$	umber(	108)344-3	3779	Zip Code: 60153 Email: 10100 vorhelp. or
	The state of the s		1,1			<b>_</b>		
	ounty Business R Proprietor, Joint Ve	_						
Corpora	ate File Number (if	f app	licable):					
Form o	of Legal Entity:							
[]	Sole Proprietor	[ ]	Partno	ership	iX	Corporation	[ ]	Trustee of Land Trust
[ ]	Business Trust	[ ]	Estate	e	[]	Association	[ ]	Joint Venture
[ ]	Other (describe)	)						

address of the Name of Agent/Noming and	he principal on wh	Address sted in (1) above is held	as an agent or agents of	Percentage Inte Applicant/Holde	
address of the Name of Agent/Noming address of the Name of Agent/Noming and the Name of Agent/Noming address of the Name of Name o	he principal on wh	sted in (1) above is held	as an agent or agents of		
address of the lame of Agent/Noming address of the lame of Agent/Noming and the lame of Agent/Noming address of the lame of th	he principal on wh	sted in (1) above is held	as an agent or agents, or		
. Is the Application of the Appl	nee		is held.	r a nominee or nom	ninees, list the name a
If yes, state t control is bei		Name of Principa	al ·	Principal's Addr	ess
If yes, state t control is bei	ant constructively	controlled by another p	erson or Legal Entity?	[ ] 1Yes	[ X ] No
lame		s and percentage of be	neficial interest of such pe		• •
	Address		Percentage of Beneficial Interest	Relationship	
	·				
Corporate Officers, l	Members and Pa	artners Information:			
			all corporate officers. For a ures, list the names, addr		
Name ,	Address		Title (specify title of Office, or whether managor partner/joint venture)		of Office
Jarre WI	ley 1309	Madison St.	President	N	<u> </u> A
Larry C. Jo	mes 1221	Madison St.	officer	N	A
Laura Rowe	211 1221	Maduson St	· secretary		H &
Declaration (check	the applicable b	ox):		•	
[ \( \) I state under	and applicable b	ox,i			

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to

[ ]

Agency action.

be disclosed.

of

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Name of Authorized Applicant/Holder Representative (please print or type)	EXEUTIVE PIRECTOR
Signature	18/16/15 Date
E-mail address	708 344 - 3774 Phone Number
Subscribed to and sworn before me this	My commission expires:  OFFICIAL SEAL  YOLANDA MCGHEE
X Jolanda HARL	NOTARY PUBLIC, STATE OF ILLINOIS



#### COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040 CHICAGO, ILLINOIS 60602 312/603-4304 Office 312/603-9988 Fax

#### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers.
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### **Additional Definitions:**

		rtner or civil union partner of a County employee or ployee or official, whether by blood, marriage or adop	
a:			
☐ Parent	☐ Grandparent	☐ Stepfather	
☐ Child	☐ Grandchild	☐ Stepmother	
☐ Brother	☐ Father-in-law	☐ Stepson	
☐ Sister	☐ Mother-in-law	☐ Stepdaughter	
☐ Aunt	☐ Son-in-law	☐ Stepbrother	
□ Uncle	☐ Daughter-in-law	☐ Stepsister	
□ Niece	☐ Brother-in-law	☐ Half-brother	
☐ Nephew	☐ Sister-in-law	☐ Half-sister	

EDS-9 8/2015

## COOK COUNTY BOARD OF ETHICS FAMILIAL RELATIONSHIP DISCLOSURE FORM

A.	PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY
	Name of Person Doing Business with the County: VISION of Restoration, Inc.
	Address of Person Doing Business with the County: 121 Mach 800 Street, May 000
	Phone number of Person Doing Business with the County: (708) 344-3774
	Email address of Person Doing Business with the County: LJames e vorhelp. org
	If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
	LARRY JAMES, EXECTOR LJamese vorhelp. on
3.	DESCRIPTION OF BUSINESS WITH THE COUNTY  Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:
	The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:
	Contact No. 1553-14829C
	The aggregate dollar value of the business you are doing or seeking to do with the County: \$
	The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:
	KEVIN CASEY, OCPO
	The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County:
	LANETTA HAYNES TURNER, JAC
C	DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS
	Check the box that applies and provide related information where needed
,	The Person Doing Business with the County <b>is an individual</b> and there is <b>no familial relationship</b> between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
	The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

8/2015

## COOK COUNTY BOARD OF ETHICS FAMILIAL RELATIONSHIP DISCLOSURE FORM

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
f more space is needed, att	ach an additional sheet followin	ng the above format.	
member of this bus entity, agents author contractual work w	siness entity's board of director orized to execute documents on with the County on behalf of the	ousiness entity and there is a familiary, officers, persons responsible for behalf of the business entity and/o business entity, on the one hand, a	general administration of the bure employees directly engaged in and at least one Cook County en
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Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*	
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*	
Name of Employee of	Name of Related County	Title and Position of Related	Nature of Familial	
Business Entity Directly Engaged in Doing Business with the County	Employee or State, County or Municipal Elected Official	County Employee or State, County or Municipal Elected Official	Relationship*	
	f more space is needed, attach	an additional sheet following the a	above format.	
		rmation I have provided on this dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or this dispunishable by law, including but not be a second or this dispunishable by law, including but not be a second or this dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, including but not be a second or the dispunishable by law, and the dispunishable by		
SUBMIT COMPLETED FO	ORM TO: Cook County	Board of Ethics	uuttuttaala kalkikkikkikkikkikkikkikkikkikkikkikkikkik	авына апожна за отчески метору высамы зарям можения основного ченност

69 West Washington Street, Suite 3040, Chicago, Illinois 60602 Office (312) 603-4304 – Fax (312) 603-9988 CookCounty. Ethics@cookcountyil.gov

<sup>\*</sup> Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

### **COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, <u>Including Substantial Owners</u>, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I.	Contract Information:
Contrac	ot Number: 1563-14829C
County	Using Agency (requesting Procurement): VISIM of Restoration anc.
H.	Person/Substantial Owner Information:
Person	(Corporate Entity Name): VISM of Restoration, Inc.
Substar	ntial Owner Complete Name: NA
FEIN#	31-1662822
Date of	Birth: E-mail address: whoe varkely. oreg
Street A	Address: 1221 Madison St.
City:	Maywood State: 1L Zip: 60153
Home F	Phone: (48) 344 - 3174 Driver's License No:
HI.	Compliance with Wage Laws:
plea, ma	the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a ade an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of owing laws:
	Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES of NO
	Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO
	Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES of NO
	Employee Classification Act, 820 ILCS 185/1 et seq., YES of NO
	Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO
	Any comparable state statute or regulation of any state, which governs the payment of wages YES of NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

### IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation YES of NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default **YES or NO** 

Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

٧.	Affirmation	
	The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.	
	Signature: Date: 12/16/15	
	Name of Person signing Prints: Harry Jomes Title: Executive Director	-
	Subscribed and sworm to before me this	
X	Chlanda VAXKel	
	Notary Public Signature Notary Seal	7
Note	The above information is subject to verification prior to the award of the Contract.  OFFICIAL SEAL.  YOLANDA MCGHES	1
	NOTATY PUBLIC, STATE OF ELINOIS	

## CONTRACT AND EDS EXECUTION PAGE PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Exec	ution by Corporation		
Visin of Restoration, Inc.	Per. Marvin E. Willy Woll !		
Corporation's Name	President's Printed Name and Signature		
(708) 344-3774	MWiley 51360 yrhoo, com		
Telephone James James	Email 12/16/15		
Secretary Signature	Date		
E	Execution by LLC		
LLC Name	*Member/Manager Printed Name and Signature		
Date	Telephone and Email		
Execution b	y Partnership/Joint Venture		
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature		
Date	Telephone and Email		
Execution	on by Sole Proprietorship		
Printed Name and Signature	Date		
Telephone	Email		
Subscribed and sworn to before me this	OFFICIAL SEAL		
Jelanda HARL	My commission expires:  YOLANDA MCGHEE  NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5-12-2018		
Notary Public Signature	Notary Seal		

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

## SECTION 6 COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITI		LINOIS, THIS CONTRACT IS HEREI	BY EXECUTED BY
	Dru E. M	·	_
COC	OK COUNTY CHIEF PROCUREMENT OFFIC	ER	
DATED AT CHICAGO, ILLINOIS THISDAY	of January	,20 16	<u>.</u> .
IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE CO	OUNTY HEREBY ACCEPTS:		
THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENT	TIFIED IN THE CONTRACT DOCUMENTS FO	OR CONTRACT NUMBER	
1553-14829C			
<u>OR</u>			
ITEM(S), SECTION(S), PART(S):		·	<del>-</del>
		·	-
TOTAL AMOUNT OF CONTRACT: \$ 100.	,000.00		
	(DOLLARS AND CENTS)		<del>-</del>
FUND CHARGEABLE:		·	<b>-</b> :
APPROVED AS TO FORM:		*	
NOT REQUIRED ASSISTANT STATE'S ATTORNEY (Required on contracts over \$1,000,000.00)			
Date			